

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director/(954) 797-1101  
Prepared by Todd Vargo, Planner I

**SUBJECT:** Resolution - Developers Agreement  
DA 1-1-03 New Life Baptist Church, 2400 Pine Island Road/Generally located on the southeast corner of Pine Island Road and Nova Drive.

**AFFECTED DISTRICT:** District 2

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND SHERIDAN HILLS BAPTIST CHURCH, INC., FOR REGIONAL ROAD CONCURRENCY RELATING TO THE NEW LIFE BAPTIST CHURCH PLAT; PROVIDING FOR RESTRICTIONS TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:**

On January 2, 2003, Town Council passed Resolution No. R-2003-10, approving a boundary plat consisting of 9.831 acres for an 85,000 square foot church. In order to satisfy roadway concurrency for this plat, the developer is entering into a Concurrency Agreement Limitation of Hours of Use of Facilities. The developer has agreed to limit the hours of use of the church facilities as shown in Exhibit "B" of the agreement. The Town is party to this Developers Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to the agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for the construction of buildings within the property subject to the agreement. The agreement states that upon notice from the County that the Developer is in default of the agreement, the Town shall withhold issuance of all building permits, certificates of occupancy, or any other development permits for any development within the boundaries of the plat until such time that the County notifies the Town that the default has been resolved.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

**Attachments:** Resolution, Concurrency Agreement Limitation of Hours of Use of Facilities, Future Land Use Map, Zoning and Aerial Map

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND SHERIDAN HILLS BAPTIST CHURCH INC., FOR REGIONAL ROAD CONCURRENCY RELATING TO THE NEW LIFE BAPTIST CHURCH PLAT; PROVIDING FOR RESTRICTIONS TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sheridan Hills Baptist Church, Inc. proposes to develop properties known as the New Life Baptist Church Plat; and

WHEREAS, Broward County requires restrictions to satisfy concurrency requirements related to the New Life Baptist Church Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, Sheridan Hills Baptist Church, Inc., and the Town of Davie, whereby the Town of Davie, upon notification from the County that the Developer is in default of the Agreement, shall not issue any building permits, certificates of occupancy, or any other development permits within the boundaries of the plat, until such time that the County notifies the Town that the default has been resolved.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2003.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

Return recorded document to:

Development Management Division  
115 S. Andrews Avenue, A240  
Fort Lauderdale, FL 33301

Document prepared by:

Dawn Sonneborn  
Miller Legg and Associates, Inc.  
1800 N. Douglas Rd., Suite 200  
Pembroke Pines, FL 33024

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**CONCURRENCY AGREEMENT  
LIMITATION OF HOURS OF USE OF FACILITIES**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

Sheridan Hills Baptist Church, Inc., its successors and assigns, hereinafter referred to as DEVELOPER,

**[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]**

The City of Town of Davie, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the Regional Transportation Network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, DEVELOPER has applied for approval of or an amendment to the New Life Church Plat, hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on August 30, 2002, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of or amendment to the PLAT does not satisfy the impact area concurrency

standards for the regional road network as stated in the Broward County Land Development Code ("CODE"); and

WHEREAS, the DEVELOPER seeks to satisfy this requirement with respect to the proposed development of the PLAT which falls within a impact area, by entering into this Regional Road Concurrency Agreement for the limitation of the hours of use of the facilities to be located within the PLAT, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DEVELOPER agrees to restrict the use of the facilities located within the area covered by the PLAT in accordance with Exhibit "B".
3. DEVELOPER agrees to provide the COUNTY, prior to October 1 of each year, with a written affidavit certifying that the restrictions contained in Exhibit "B" continue to be met.
4. DEVELOPER agrees that employees or agents of COUNTY may observe activity within the PLAT, from time to time, without notice to DEVELOPER, in order to verify compliance with this Agreement.
5. COUNTY and CITY (if applicable) find that execution of and adherence to this Agreement on the part of DEVELOPER satisfies the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, that plats of land shall be designed to provide for the adequacy of the regional road network, at the adopted levels of service, concurrent with the impact of the development. Nothing in this Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.
6. PROPERTY WITHIN A MUNICIPALITY.
  - (a) If the property is located within a municipality, CITY agrees that, upon notification from the COUNTY that DEVELOPER is in default of this Agreement, CITY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time that the COUNTY notifies the CITY that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits,

certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time as the default has been resolved.

- (b) If the property is located within a municipality, the parties hereto agree that, except as may otherwise be provided herein, the CITY is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to this Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for the construction of buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the CITY's land development codes.
7. This Agreement shall continue to be in full force and effect and may be enforced against the DEVELOPER or its successors or assigns by the COUNTY through a Court of competent jurisdiction should the DEVELOPER or its successors or assigns fail to restrict the facilities in accordance with Exhibit "B."
8. If traffic capacity on the affected road segment(s) becomes available, so that such road segment(s) operate(s) at an acceptable level of service including the traffic generated by the PLAT, and the DEVELOPER is able to demonstrate such change in circumstances to the COUNTY and the CITY (if applicable), DEVELOPER may request and amendment to this agreement to eliminate those restrictions that are determined to no longer be necessary to mitigate the traffic impacts of the PLAT.
9. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

For the DEVELOPER:  
Sheridan Hills Baptist Church, Inc.

3751 Sheridan Street

Hollywood, FL 33021

For the CITY:

Town of Davie – City Clerks Office

6591 Orange Drive

Davie, FL 33314-3399

10. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
11. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
12. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
13. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
15. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.

16. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
17. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
18. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Regional Road Concurrency Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Sheridan Hills Baptist Church, Inc., signing by and through its President, duly authorized to execute same and, if applicable, the TOWN of \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_  
Chair

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



DEVELOPER-INDIVIDUAL

Witnesses:

(Signature)  
Print name: \_\_\_\_\_

Name of Developer (Individual)

(Signature)  
Print name: \_\_\_\_\_

(Signature) \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print address: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### ACKNOWLEDGMENT - INDIVIDUAL

STATE OF )  
COUNTY OF ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is

[ ] personally known to me, or

[ ] produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

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Print name: \_\_\_\_\_

My commission expires:

**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

Norma E. Payne  
(Signature)

Print name: NORMA E. PAYNE

Barbara J. Gossett  
(Signature)

Print name: Barbara J. Gossett

SHERIDAN HILLS BAPTIST CHURCH, INC.  
Name of Developer (corporation/partnership)

By Norm P. Gossett, V.P.  
(Signature)

Print name: Norm P. Gossett

Title: V.P.

Address: 3751 SHERIDAN ST.  
HOUSTON, TX

20 day of Dec., 2002

ATTEST (if corporation):

James J. Rizzo  
(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: JAMES J. RIZZO

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF Florida )  
 ) SS.

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 day of Dec, 2002, by Norm P. Gossett, as V.P. of SHERIDAN HILLS BAPTIST CHURCH, INC., A FL corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☒ personally known to me, or

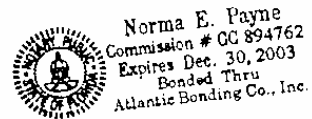
☐ produced identification. Type of identification produced \_\_\_\_\_.

(Seal)

My commission expires:

NOTARY PUBLIC:

Norma E. Payne  
Print name:



CITY  
(If Property is located within a City)

WITNESSES:

CITY of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**DESCRIPTION**

THE NORTH 541.87 FEET OF THE SOUTH 1016.00 FEET OF TRACT 8, SECTION 21, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF THE PLAT OF "JOHN W. NEWMAN'S SURVEY", AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTH 208.71 FEET OF THE WEST 208.71 FEET OF THE SOUTH 1016.00 FEET OF THE SAID TRACT 8,

TOGETHER WITH:

TRACT 8 LESS THE SOUTH 1016 FEET OF SECTION 21, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF THE PLAT "JOHN W. NEWMAN'S SURVEY", AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, EXCEPTING THEREFROM THE WEST 150 FEET THEREOF.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 428,229 SQUARE FEET (9.831 ACRES) MORE OR LESS.

SAID LAND ALSO DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 8, SECTION 21, TOWNSHIP 50 SOUTH, RANGE 41 EAST, OF "JOHN W. NEWMAN'S SURVEY", AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 21, NORTH 88°05'10" EAST 165.00 FEET; THENCE SOUTH 02°13'45" EAST 20.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID TRACT 8, PARALLEL WITH AND 20.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), NORTH 88°05'10" EAST 493.32 FEET TO THE NORTHEAST CORNER OF SAID TRACT 8; THENCE ALONG THE EAST LINE OF SAID TRACT 8, SOUTH 02°07'20" EAST 793.25 FEET TO A LINE PARALLEL WITH AND 474.13 FEET NORTH OF THE SOUTH LINE OF SAID TRACT 8; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°11'47" WEST 641.85 FEET TO THE WEST LINE OF SAID TRACT 8; THENCE ALONG SAID WEST LINE, PARALLEL WITH AND 15.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF SECTION 21, NORTH 02°13'45" WEST 333.17 FEET TO A LINE PARALLEL WITH AND 807.29 FEET NORTH OF THE SOUTH LINE OF SAID TRACT 8; THENCE ALONG SAID PARALLEL LINE, NORTH 88°11'47" EAST 208.72 FEET TO A LINE PARALLEL WITH AND 208.71 FEET EAST OF THE WEST LINE OF SAID TRACT 8; THENCE ALONG SAID PARALLEL LINE, NORTH 02°13'45" WEST 208.72 FEET TO A LINE PARALLEL WITH AND 1016.00 FEET NORTH OF THE SOUTH LINE OF SAID TRACT 8; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°11'47" WEST 58.71 FEET TO A LINE PARALLEL WITH AND 150.00 FEET EAST OF THE WEST LINE OF SAID TRACT 8; THENCE ALONG SAID PARALLEL LINE, NORTH 02°13'45" WEST 250.42 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 428,229 SQUARE FEET (9.831 ACRES) MORE OR LESS.

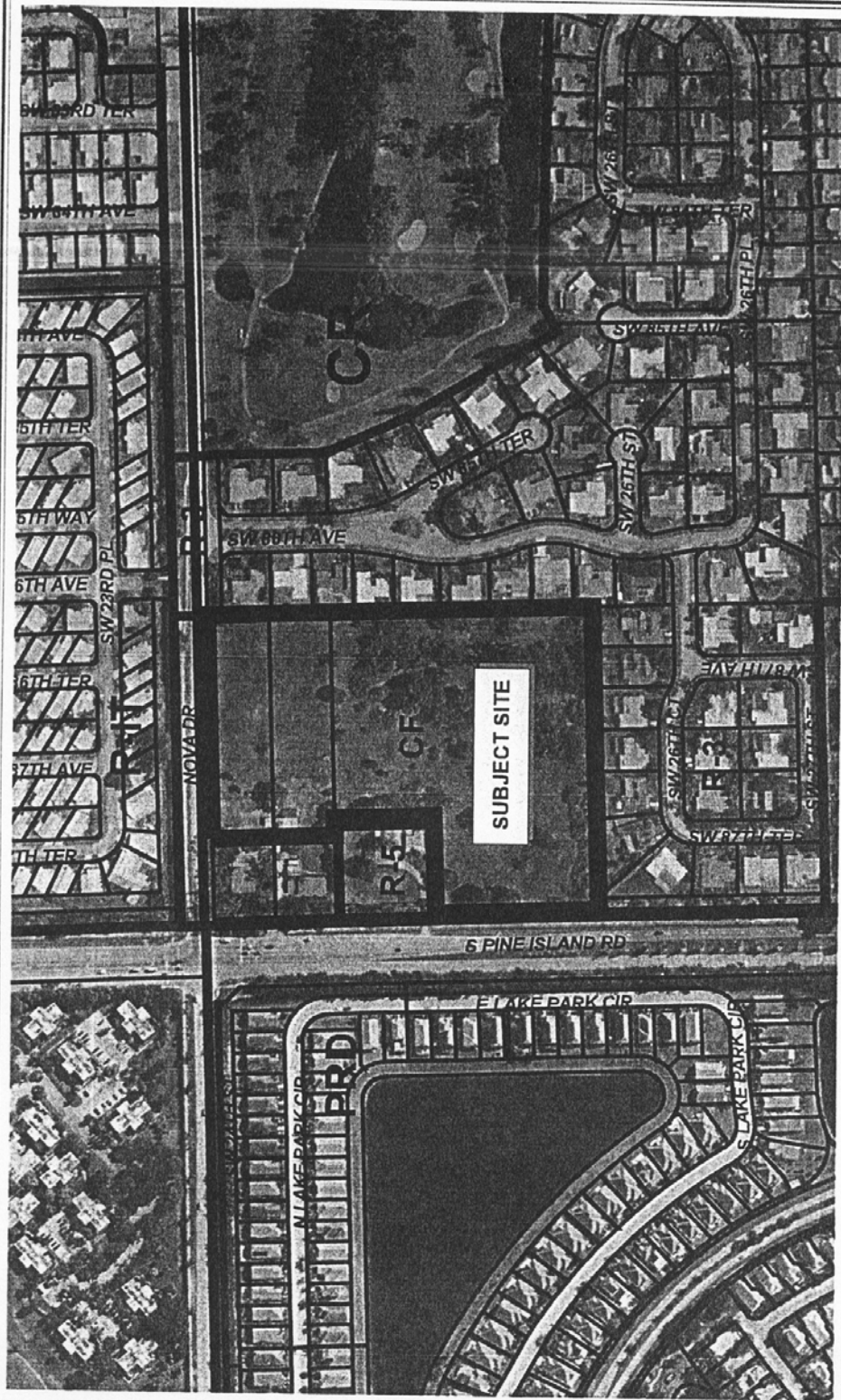
**EXHIBIT "B"**

**RESTRICTIONS**

**PLEASE CHECK THE APPROPRIATE BOX OR BOXES.**

- ☒ All vehicular traffic shall be prohibited from entering or exiting the site between 7:00a.m. and 9:00a.m. and 4:00p.m. and 6:00p.m., Monday through Friday, except for any incidental trips not related to any scheduled services or events.
- ☐ Other restrictions as set forth below:





Date Flown:  
12/31/00



Planning & Zoning Division - GIS



# DEVELOPER'S AGREEMENT DA 1-1-03 Zoning and Aerial Map

Prepared by: ID  
Date Prepared: 2/4/03